

DAVID E. MASTAGNI, ESQ. (SBN 204244)
 ISAAC STEVENS, ESQ. (SBN 251245)
MASTAGNI HOLSTEDT
A Professional Corporation
 1912 I Street
 Sacramento, California 95811-3151
 Telephone: (916) 446-4692
 Facsimile: (916) 447-4614
davidm@mastagni.com
istevens@mastagni.com

Attorneys for Plaintiffs
 Ray Strong, et. al.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

RAY STRONG, et al., on behalf of
 himself and all similarly situated
 individuals,

Plaintiffs,

vs.

C & H SUGAR COMPANY, INC.;
 AMERICAN SUGAR REFINING, INC.;
 and DOES 1-100 inclusive

Defendants.

) Case No.: 3:17-cv-00480-RS

) [CLASS ACTION & COLLECTIVE
) ACTION]

) ~~PROPOSED~~ ORDER GRANTING
) PLAINTIFF'S MOTION FOR
) CERTIFICATION OF CLASS AND
) COLLECTIVE ACTION AND CLASS
) REPRESENTATIVE; APPOINTMENT
) OF COLLECTIVE AND CLASS
) COUNSEL; FINAL APPROVAL OF
) SETTLEMENT

) Date: April 4, 2019

) Time: 1:30 p.m.

) Courtroom: 3, 17th Floor

) Judge: Hon. Richard Seeborg

The parties to this action having entered into a Joint Stipulation of Settlement and Release (Settlement Agreement) and having applied to this Court for preliminary and final approval of the Settlement Agreement and the terms thereof; this Court on September 6, 2018, having granted preliminary approval to the Settlement Agreement and having directed notice of the Settlement Agreement, its terms, and the applicable procedures and schedules to be provided to proposed class and collective action members; this Court having set a final Fairness Hearing for April 4, 2019 to determine whether the Settlement Agreement should be granted final approval, pursuant to Federal

1 Rule of Civil Procedure 23(e), as “fair and reasonable;” and all proposed class and collective action
 2 members having been given an opportunity to comment on the settlement;

3 **NOW, THEREFORE, IT IS HEREBY ORDERED**, upon consideration of the
 4 Settlement Agreement, the parties’ briefs, declarations, and oral arguments in support thereof, and
 5 the proceeding to date in this action, as follows:

6 1. This Court has jurisdiction of the subject matter of this litigation and all matters
 7 relating thereto, and over the parties.

8 2. This Court confirms as final its conditional certification of the Class, as defined in
 9 the Settlement Agreement and its September 6, 2018 order, for purposes of settlement and based
 10 on the findings in its September 6, 2018 order and the absence of any objections from any Class
 11 Members to such certification.

12 3. This Court confirms as final its preliminary designation, in its September 6, 2018
 13 order, of the Class and FLSA collective action, for the purposes of settlement and based on its
 14 findings in the September 6, 2018 order and the facts that (1) approximately 40% of the class and
 15 collective action members returned claim forms to collect from the proposed settlement, and (2) no
 16 one objected to the designation of the case as a collective action.

17 4. The Court confirms as final the appointment of Ray Strong as class representative
 18 of the Class under Rule 23 and under 29 U.S.C. § 216(b).

19 5. The Court confirms as final the appointment of Mastagni Holstedt, A.P.C. as Class
 20 Counsel.

21 6. The notice and claim forms given to the class members represented the best
 22 practicable notice under the circumstances, was accomplished in all material respects, and fully met
 23 the requirements of Rule 23, the Fair Labor Standards Act, due process, the United States
 24 Constitution and any other applicable law.

25 7. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this Court grants
 26 final approval to the Settlement Agreement and the settlement set forth therein. The Court finds the
 27 settlement is fair, reasonable, and adequate in all aspects and that it is binding on all Class Members
 28 who did not timely opt out pursuant to the procedures set forth in this September 6, 2018 order and

1 the Settlement Agreement. The Court specifically finds that the settlement is rationally related to
2 the strength of Plaintiff's claims given the risk, expense, complexity, and duration of further
3 litigation. This Court also finds that the Settlement Agreement is the result of arms-length
4 negotiations between experienced counsel representing the interests of the plaintiffs and defendant,
5 after thorough factual and legal investigation.

6 8. The Court further finds that the response of the Class to the settlement supports
7 settlement approval. Approximately 40% of Class Members submitted timely claim forms, and no
8 one submitted an objection.

9 9. The Court finds the proposed plan of allocation is rationally related to the relative
10 strengths of the respective claims asserted. The mechanisms and procedures set forth in the
11 Settlement Agreement by which payments are to be calculated and made to Class Members filing
12 timely claims are fair, reasonable, and adequate, and payment shall be made according to those
13 allocations and pursuant to the procedure set forth in the Settlement Agreement.

14 10. The Court finds the proposed representative service payment of \$10,000.00 is fair
15 and reasonable in light of Mr. Strong's service, and so awards Mr. Strong \$10,000.00 as a
16 representative service payment.

17 11. The Court finds the Plaintiff's request for \$125,000.00 in fees and costs, from the
18 global settlement, is fair and reasonable, given the amount and quality of the work performed on
19 behalf of the Class, and the risk Plaintiff's counsel assumed in litigating this action. The Court finds
20 that the hourly rates claimed by Plaintiff's counsel are reasonable in light of each attorney's
21 experience and qualifications.

22 12. The Court awards Plaintiff's Counsel \$125,000.00 from the global settlement
23 amount, reflecting an award of \$118, 625.60 for attorney fees, and \$6,374.40 in costs.

24 11. The Complaint filed in this action and all claims contained therein are dismissed in
25 their entirety with prejudice as to all Class Members.

26 12. By operation of the entry of this Order and the Final Judgment, all Released Claims
27 are fully, finally and forever released, relinquished and discharged, pursuant to the terms of the
28 release set forth in the Settlement Agreement, as to all Class Members. The Court has reviewed


1 the release in the Settlement Agreement and the Court finds it to be fair, reasonable, and enforceable
2 under the FLSA and all other applicable law.

3 13. The parties entered into the Settlement Agreement solely for the purpose of
4 compromising and settling disputed claims. Defendants in no way admit any violation of law or
5 any liability whatsoever to Plaintiff and the Classes, individually or collectively, all such liability
6 being expressly denied by Defendants.

7 14. The Court retains jurisdiction over this matter for purposes of resolving issues
8 relating to administration, implementation, and enforcement of the Settlement Agreement.

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10 **IT IS SO ORDERED.**

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12 Dated: 4/4/19

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15 HONORABLE RICHARD SEEBORG
16 UNITED STATES DISTRICT JUDGE
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